

2008 GIS  
Splits

Passes

# Proposal

COPY

**November 1, 2007**  
*(Effective January 1, 2008)*

Prepared for:

Franklin County, Indiana

*To Provide:*

Monthly Parcel Split Updates



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •  
• Phone (317) 259-0105 • Fax (317) 259-1423 •  
• [www.wthtechnology.com](http://www.wthtechnology.com) •

## OVERVIEW

Franklin County, Indiana (the "Client") is in need of certain mapping or GIS related products and services. WTH Technology (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

## DESCRIPTION OF PRODUCTS AND SERVICES

### Monthly Parcel Layer Update: From January 1, 2008 to December 31, 2008

The Company will perform all the monthly parcel splits for the Client in Think GIS®. On a monthly basis the Client will send a package that will contain a paper copy of the legal description of the split, current parcel number, new parcel number if available, and any other documentation (e.g. legal survey, deed) to perform the split. If a new parcel number has not been previously assigned, a new parcel number can be automatically generated in Think GIS®. This new parcel number will be provided to the Client so that it may be compared to the database utilized by the Client. The splits will be created using the most recent parcel layer file that is in the Client's Think GIS® data archive. Once all the splits are finished, the Company will update the parcel layer on the Client's system via the UDX® Network. The backlogged parcel splits will be updated for the following cost:

## DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	30 Days	Monthly Parcel Updates	30 Days <sup>(1)</sup>	\$ 6,000.00
Total GIS Cost			TOTAL	\$ 6,000.00

(1) The Company will invoice the customer \$500 each month for these services..

## GENERAL TERMS

Entire Agreement – This Agreement represents the entire agreement between the Client and the Company.

Governing Law – This Agreement shall be interpreted in accordance with the laws of the State of Indiana.

Severability – In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

Amendments – This Agreement may be amended or modified only by the mutual written agreement of the Client and Company.

Notices – All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, and other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient as set forth in the Signature Page of this Agreement.

Signing in Counterparts – This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one in the same.

Agreement Term and Renewal – This Agreement shall become effective for the Client and the Company at such time that the Client and the Company signs this Agreement and shall remain in effect through the one year anniversary of this Agreement. This Agreement shall automatically renew itself for succeeding one-year terms for the Client and the Company, unless that Party delivers a written Notice of Intent to Not Renew at least 60 Days prior to the anniversary date of this Agreement.

GIS Data Acknowledgements - This Agreement does not in any way change the ownership rights of any GIS Data created, imported or exchanged as a part of this Agreement. The Company and Client agree to verify the GIS Data provided to the best of their ability, but acknowledge that none of the parties make representations of any kind or in any way to guarantee the accuracy, functioning, completeness, or usefulness of GIS Data created, imported or exchanged as a part of this Agreement.

The Client using any GIS Data created, imported or exchanged as a part of this Agreement agrees to indemnify and hold harmless the Company and their respective officers, employees, agents and contractors, from and against any and all claims, suits, and liabilities of any kind or character which result or arise from any act or omission arising from or connected to the use of such created, imported or exchanged GIS Data as described in this Agreement.

THE GIS DATA CREATED, IMPORTED OR EXCHANGED AS PART OF THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL WARRANTIES OF MERCHANTABILITY AND FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED WITH RESPECT TO THE GIS DATA PROVIDED UNDER THIS AGREEMENT.

*The remainder of this page is left blank intentionally.*

## **LIMITATION OF LIABILITY**

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this Agreement or the performance thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

*The remainder of this page is left blank intentionally.*

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 11<sup>th</sup> day of November 2007.

**Company:**  
**WTH Technology**

**Client:**  
**Franklin County, Indiana**

Signature: \_\_\_\_\_

*Rex Jones*

Name: Rex Jones

Title: President

Date: 11-19-07

Signature: \_\_\_\_\_

*Sharon Halcomb*

Name: Sharon Halcomb

Title: Franklin Co Assessor

Date: 11/19/07

Signature: \_\_\_\_\_

*Eric Roberts*

Name: Eric Roberts

Title: FRANKLIN Co Commissioner

Date: 11-19-07

Signature: \_\_\_\_\_

*Thomas Wilson*

Name: THOMAS WILSON

Title: PRESIDENT, FRANKLIN Co  
BOARD OF COMMISSIONERS

Date: 11-19-07

Signature: \_\_\_\_\_

*Donald M. Vonder Meulen*

Name: DONALD M. VONDER MEULEN

Title: FRANKLIN Co Commissioner

Date: 11-19-07



• 567 W. Westfield Blvd. • Indianapolis, IN 46208 •  
• Phone (317) 259-0105 • Fax (317) 259-1423 •  
• [www.wthtechnology.com](http://www.wthtechnology.com) •



November 27, 2007

Franklin County Commissioners  
459 Main Street  
Courthouse  
Brookville, IN 47012

Dear Commissioners,

Please find enclosed 2 copies of the signed contract for Monthly Parcel Split Updates  
Please keep both copies for your records.

Should you have additional questions or concerns regarding this document or the product  
detailed there in, please contact our office at 317-259-0105.

As always, WTH Technology, Inc. would like to thank you and your agency for your  
business. We look forward to working with you further in the future.

Respectfully,

Rex E. Jones, President  
WTH Technology, Inc.